

Attachment 12

Bona Fide Request and New Business Requests Process

**BellSouth
Telecommunications, Inc.
Tennessee
SGAT**

**Attachment 12
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BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

- 1.0 The Parties agree that <<customer_name>> is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or the Authority's requirements. <<customer_name>> also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 12.
- 2.0 Bona Fide Requests ("BFR") are to be used when <<customer_name>> makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when <<customer_name>> makes a request of BellSouth to provide a new or custom capability or function to meet <<customer_name>>'s business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between <<customer_name>> and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A BFR shall be submitted in writing by <<customer_name>> and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a <<customer_name>>'s designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to <<customer_name>>'s Account Executive.
- 4.0 <<customer_name>> may cancel a BFR or NBR at any time. If <<customer_name>> cancels the request more than three (3) business days after submitting it, <<customer_name>> shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If <<customer_name>> does not cancel a BFR or NBR, <<customer_name>> shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.
- 5.0 Within twenty-five (25) business days of its receipt of a BFR or NBR from <<customer_name>>, BellSouth shall respond to

<<customer_name>> by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why it is otherwise not required to be provided under the Act.

- 6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible and meets the necessary and impair standards of the Act, BellSouth shall propose a firm price and a detailed implementation plan within fifty (50) business days after receipt of the BFR. BellSouth may, but shall not be required to, provide a firm time and cost proposal for a NBR.
- 7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, <<customer_name>> must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, <<customer_name>> may at that time utilize the dispute resolution process set forth in the General Terms and Conditions of this Agreement.
- 8.0 Unless <<customer_name>> agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 9.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may utilize the dispute resolution process set forth in the General Terms and Conditions of this Agreement.
- 10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.